

United States District Court
SOUTHERN DISTRICT OF NEW YORK

THE ROYAL PROMOTION GROUP, INC.,	:	CIVIL ACTION
	:	
Plaintiff,	:	Case No. 08-CV-05541
	:	
-against-	:	
	:	
10MINMANICURE LLC,	:	
	:	
Defendant.	:	

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COMPLAINT

COMES NOW Plaintiff **THE ROYAL PROMOTION GROUP, INC.** as and for its causes of action against Defendant **10MINMANICURE LLC** alleges and states as follows:

JURISDICTION AND VENUE

1. The jurisdiction of this Court is founded on diversity of citizenship and amount.
2. Upon information and belief, at all times hereinafter mentioned, the Plaintiff was and still is a citizen of the State of New York, with its principal place of business in the State of New York.
3. Upon information and belief Defendant was and still is a citizen of the State of Nevada, with its principal place of business in the State of Florida.
4. The matter in controversy exceeds, exclusive of interest and costs, the sum of \$75,000.00.
5. Venue is proper in this Court pursuant to 28 U.S.C. Section 1391 because Plaintiff's claims arise in this district.

COUNT I

COMES NOW Plaintiff, as and for Count I of its Complaint, alleges and states as follows:

6. Plaintiff engages in business as designers and manufacturers of point of purchase displays, collateral, retail fixtures and retail environments.

7. That Plaintiff personally, or through its agents, at the special request of the Defendant, or through its agents, specially manufactured and/or provided goods and/or services for the Defendant for the benefit of the Defendant.

8. That the Defendant agreed to pay the Plaintiff the agreed reasonable price for the goods and/or services but have failed to do so.

9. That Defendant agreed to pay Plaintiff the agreed reasonable price for the goods and/or services provided at Defendant's request, that there remains a balance of \$178,415.93 which has been duly demanded. There is now due and owing from the Defendant to the Plaintiff the agreed sum of \$178,415.93 with interest thereon.

10. That the Defendant have failed and refused to pay the Plaintiff for the goods and/or services provided, although the same has been demanded.

WHEREFORE, for Count I of Plaintiff's Complaint, Plaintiff, prays for judgment against Defendant in the sum of \$178,415.93 plus interest, costs, attorney's fees, and any and all other relief the Court may deem fair and equitable.

COUNT II

COMES NOW Plaintiff, as and for Count II of its Complaint, alleges and states as follows:

11. Plaintiff, repeats, reiterates and realleges each and every allegation of the complaint numbered "1" through "10" thereof, inclusive of the Complaint as though each were fully set forth herein at length.

12. That there is an account stated between the Defendant and plaintiff, for the sum of \$178,415.93.

WHEREFORE, for Count II of Plaintiff's Complaint, Plaintiff, prays for judgment against Defendant in the sum of \$178,415.93 plus interest, costs, attorney's fees, and any and all other relief the Court may deem fair and equitable.

COUNT III

COMES NOW Plaintiff, as and for Count III of its Complaint, alleges and states as follows:

13. Plaintiff repeats, reiterates and realleges each and every allegation of the complaint numbered "1" through "12" thereof, inclusive of the Complaint as though each were fully set forth herein at length..

14. Under the doctrine of *quantum meruit*, the Defendant have been unjustly enriched by receiving the benefit of the goods and/or services provided by Plaintiff, in the amount of \$178,415.93.

WHEREFORE, for Count III of Plaintiff's Complaint, Plaintiff, prays for judgment against Defendant in the sum of \$178,415.93 plus interest, costs, attorney's fees, and any and all other relief the Court may deem fair and equitable.

COUNT IV

COMES NOW Plaintiff, as and for Count IV of its Complaint, alleges and states as follows:

15. Plaintiff repeats, reiterates and realleges each and every allegation of the complaint numbered "1" through "14" thereof, inclusive of the Complaint as though each were fully set forth herein at length.

16. Under the doctrine of unjust enrichment, Defendant were enriched at the expense of the Plaintiff and equity and good conscience require that Defendant make restitution, in that, Plaintiff provided goods and/or services at the Defendant' request for a reasonable agreed upon price, and Defendant have refused to pay the balance due and owing in the amount of \$178,415.93.

WHEREFORE, for Count IV of Plaintiff's Complaint, Plaintiff, prays for judgment against Defendant in the sum of \$178,415.93 plus interest, costs, attorney's fees, and any and all other relief the Court may deem fair and equitable.

DATED: Mineola, New York
June 18, 2008

Respectfully submitted,

s/ _____

Michael L. Shanker (MLS-2138) for

SHANKER LAW GROUP
—ATTORNEYS & COUNSELLORS—

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